

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
20-CA-282924Date Filed
9/13/2021**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer University of San Francisco		b. Tel. No. (b) (6), (b) (7)(C)	
d. Address (Street, city, state, and ZIP code) 2130 Fulton Street CA San Francisco 94117		c. Cell No.	
		f. Fax No.	
		g. e-Mail	
e. Employer Representative (b) (6), (b) (7)(C)		h. Number of workers employed 5000	
i. Type of Establishment (factory, mine, wholesaler, etc.) Schools		j. Identify principal product or service University	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 1,5,3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) --See additional page--			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C) Title:			
4a. Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		4b. Tel. No. (b) (6), (b) (7)(C)	
		4c. Cell No. (b) (6), (b) (7)(C)	
		4d. Fax No.	
		4e. e-Mail (b) (6), (b) (7)(C)	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. (b) (6), (b) (7)(C) By _____ Title: (b) (6), (b) (7)(C) (signature of representative or person making charge) (Print/type name and title or office, if any)		Tel. No. (b) (6), (b) (7)(C)	
Address (b) (6), (b) (7)(C) 09/14/2021 12:29:23 PM (date)		Office, if any, Cell No. (b) (6), (b) (7)(C)	
		Fax No.	
		e-Mail (b) (6), (b) (7)(C)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(3)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Revealed confidential employee personnel info	(b) (6), (b) (7) /2021

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Refused grievance meeting Level 1	(b) (6), (b) (7) /2021

8(a)(1)

Within the previous six months, the Employer refused to hire an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employees denied reinstatement or recall	Date restatement or recall denied
(b) (6), (b) (7)(C)	(b) (6), (b) (7) /2021

8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from engaging in protected concerted activities.

Work Rule
Revealing confidential employee personnel info

8(a)(5)

Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees by making unilateral changes in terms and conditions of employment.

List Changes	Approximate date of change
Refused grievance meeting Level 1	(b) (6), (b) (7) /2021
No grievance response within "reasonable period"	(b) (6), (b) (7) /2021

8(a)(5)

Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees by failing to furnish information requested by the union.

Date of request	Employer representative	List items requested	Date refused
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(b) (6), (b) (7) /2021	(b) (6), (b) (7)(C)	Info re: disciplinary action (b) (6), (b) (7)(C)	(b) (6), (b) (7) /2021
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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

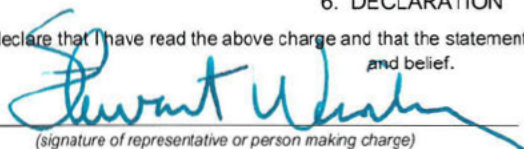
DO NOT WRITE IN THIS SPACE

Case 20-CA-252469

Date Filed 11/25/2019

INSTRUCTIONS:

File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer University of San Francisco		b. Tel. No. (b) (6), (b) (7)(C)	
		c. Cell No.	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) 2130 Fulton Street, San Francisco, CA 94117		e. Employer Representative (b) (6), (b) (7)(C)	
		g. e-Mail	
		h. Number of workers employed	
i. Type of Establishment (factory, mine, wholesaler, etc.) University		j. Identify principal product or service Education	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (2), (3), and (4) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See Attached.			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) USF Part-Time Faculty Association, AFT Local 6590			
4a. Address (Street and number, city, state, and ZIP code) c/o Media Studies, 2130 Fulton Street, San Francisco, CA 94117		4b. Tel. No. (415) 937-0816	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-Mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) University of San Francisco Part-Time Faculty Association			
6. DECLARATION		Tel. No. (510) 337-1001	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No.	
 (signature of representative or person making charge)		Fax No. (510) 337-1023	
Stewart Weinberg, Attorney (Print/type name and title or office, if any)		e-Mail sweinberg@unioncounsel.net	
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200, Alameda, CA 94501		November 4, 2019 (date)	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

31 October 2019

Employer: University of San Francisco

Charging Party: USF Part Time Faculty Association, AFT Local 6590

Basis of the Charge

The above employer has engaged in activities and conduct within the six month period preceding the date of the filing of this charge, in violation of Sections 8(a)(1); 8(a)(2); 8(a)(3); 8(a)(4)

Details: Restrictions on Conference Participation and Failure to Oversee Designees

On (b) (6), (b) (7)(C), 2019, The Employer ordered a part time faculty member who is the (b) (6), (b) (7)(C) of the USF Part Time Faculty Association (PTFA), AFT Local 6590, to withdraw from presenting a paper or attending the (b) (6), (b) (7)(C) conference in (b) (6), (b) (7)(C) 2019. The (b) (6), (b) (7)(C) was scheduled to discuss the Union's struggles with the Employer at the conference. The employee's duties with the Employer do not include engaging in scholarly research or attending conferences, nor is the adjunct compensated by the Employer for scholarly research and conference presentations. These activities are undertaken on the employee's personal time using personal funds.

The topic scheduled for presentation by the (b) (6), (b) (7)(C) faculty was to focus on issues that the part time faculty union was encountering from USF Management and Management's failure to provide appropriate oversight to program directors and department chairs. In particular, the department of Media Studies has revoked adjuncts' rights to attend all department faculty meetings. Local 6590 responded with a resolution against the disenfranchisement of adjuncts in Media Studies. The resolution was posted to the (b) (6), (b) (7)(C) and other listservs on or about 1 July 2019 and generated interest by (b) (6), (b) (7)(C) participants. This led to the approval of the Union presentation topic by the (b) (6), (b) (7)(C) organizing committee.

The Employer stated that the Union (b) (6), (b) (7)(C) participation in the conference would be "disruptive of the University."

The Employer also ordered the Union (b) (6), (b) (7)(C) not to inform the (b) (6), (b) (7)(C) conference organizers that conference participation by a Media Studies full time tenured faculty member was the reason for the Employer's order.

The Employer also ordered the Union (b) (6), (b) (7)(C) to notify the Employer whenever (b) (6), (b) (7)(C) intended to present at a conference that might be attended by full time tenured faculty members in USF's department of Media Studies.

The Employer's orders to the Union (b) (6), (b) (7)(C) to withdraw from the (b) (6), (b) (7)(C) conference and presentation, and to notify and seek approval from the Employer when presenting at conferences negatively affect the part time faculty member and members of Local 6590 as follows:

1. The actions by the Employer are imposed on the activities of an independent scholar, outside of (b) (6), (b) (7)(C) duties with the University.

2. The actions by the Employer interfere with the employee's responsibilities as Union (b) (6), (b) (7)(C)
3. The actions by the Employer restrict the Union (b) (6), (b) (7)(C) from fulfilling the duties specified in the PTFA Constitution and By-Laws to "represent the Association before the public, community organizations, and the news media;" [VII(2)q].
4. The actions by the Employer keep the Union from informing the public of issues faced by part time faculty at USF, and organizing sympathetic civil society groups to apply pressure to help lobby for needed changes in the situation of adjuncts at USF.
5. The actions by the Employer restrict the rights of an adjunct and the Union (b) (6), (b) (7)(C) regarding Academic Freedom, Article 9 of the CBA between the Employer and the Union.
6. The actions by the Employer continue a series of reprisals and retaliation against the Union (b) (6), (b) (7)(C) for Union activity in the Media Studies department, the College of Arts and Sciences, and the University.
7. The actions by the Employer provide a chilling effect on the willingness of Local 6590 members to engage in protected speech within or outside the University, or to raise issues of concern regarding the situation of adjuncts at USF, or to engage in Union activity at the department, college, or university level.
8. The Employer has failed to properly oversee their "designees," chairs and program directors, resulting in discrimination against part time faculty, including the Media Studies prohibition on adjunct attendance at most department meetings.
9. The Employer has failed to comply with the settlement reached with the Union in NLRB Case No. 20-CA-188489 (2017): "The University will work to provide chairs and program_directors across campus with more information and guidance in applying relevant sections of the [USF PTFA] Collective Bargaining agreement (CBA) . . . "

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

University of San Francisco Part-Time Faculty Association

and

University of San Francisco

CASE 20-CA-252469

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Charging Party, University of San Francisco Part-Time Faculty Association

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Susan K. Garea

MAILING ADDRESS: Beeson, Tayer & Bodine, 483 Ninth Street, Oakland, CA 94607

E-MAIL ADDRESS: sgarea@beesontayer.com

OFFICE TELEPHONE NUMBER: (510) 625-9700

CELL PHONE NUMBER: _____ FAX: (510) 625-8275

SIGNATURE: 

DATE: 8/7/20
(Please sign in ink.)

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

December 18, 2019

(b) (6), (b) (7)(C)

University of San Francisco
2130 Fulton St
San Francisco, CA 94117

Re: University of San Francisco
Case 20-CA-252469

Dear (b) (6), (b) (7)(C):

This is to advise that I have approved the withdrawal of the portions of the above-referenced charge alleging the Employer violated Sections 8(a)(1) and (3) of the National Labor Relations Act by failing to properly oversee designees and failing to comply with the settlement in Case 20-CA-188489. I have also approved the withdrawal of the portions of the above-referenced charge alleging the Employer violated Section 8(a)(2) of the Act.

The remaining allegations (that the Employer violated Sections 8(a)(1), (3), and (4) of the Act by making unlawful threats, applying its civility rule to restrict protected concerted activity, requiring an employee to submit conference materials for pre-approval, creating the impression of surveillance, and threatening to interrogate an employee about their protected concerted activities) remain subject to further processing.

Very truly yours,

JILL H. COFFMAN
Regional Director

cc:

(b) (6), (b) (7)(C)

Stewart Weinberg, Esq.
Weinberg, Roger & Rosenfeld
1001 Marina Village Pky Ste 200
Alameda, CA 94501-6430



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

February 7, 2020

Stewart Weinberg, ESQ.
Weinberg, Roger & Rosenfeld
1001 Marina Village Pky Ste 200
Alameda, CA 94501-6430

Michael Vartain, ESQ.
Vartain Law Group, P.C.
601 Montgomery Street Suite 780
San Francisco, CA 94111

Re: University of San Francisco
Case 20-CA-252469

Dear Messrs. Weinberg and Vartain:

The Region has carefully considered the charge alleging that University of San Francisco (Employer) violated the National Labor Relations Act (Act). I have decided to dismiss the 8(a)(4) portion of the charge because there is insufficient evidence to establish a violation.

As explained below, I have also decided that further proceedings on the remaining portions of the charge should be handled in accordance with the deferral policy of the National Labor Relations Board as set forth in *Collyer Insulated Wire*, 192 NLRB 837 (1971), and *United Technologies Corp.*, 268 NLRB 557 (1984). This letter explains that deferral policy, the reasons for my decision to defer further processing of the charge, and the Charging Party's right to appeal my decision.

Deferral Policy: The Board's deferral policy provides that the Board will postpone making a final determination on a charge when a grievance involving the same issue can be processed under the grievance/arbitration provision of the applicable contract. This policy is partially based on the preference that the parties use their contractual grievance procedure to achieve a prompt, fair, and effective settlement of their disputes. Therefore, if an employer agrees to waive contractual time limits and process the related grievance through arbitration if necessary, the Board's Regional Office will defer the charge.

Decision to Defer: Based on our investigation, I am deferring further proceedings on the remaining portions of the charge in this matter to the grievance/arbitration process for the following reasons:

1. The Employer and the USF Part-Time Faculty Association, AFT Local 6590 (Union) have a collective-bargaining agreement currently in effect that provides for final and binding arbitration.

2. The charge allegations are encompassed by the terms of the collective-bargaining agreement, specifically the allegations that the Employer violated Section 8(a)(1) and/or (3) on October 11, 2019 by threatening reprisals for Union (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) protected concerted participation in an academic conference; on (b) (6), (b) (7)(C) 2019 by impliedly threatening reprisal for (b) (6), (b) (7)(C) protected concerted activity by threatening to interrogate (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) communications at the conference; on (b) (6), (b) (7)(C) 2019 by creating the impression of surveillance by telling (b) (6), (b) (7)(C) that the Employer reviewed (b) (6), (b) (7)(C) protected concerted communications on external listservs; and on (b) (6), (b) (7)(C) 2019 by changing (b) (6), (b) (7)(C) terms and conditions of employment in order to discourage protected concerted and union activities by requiring (b) (6), (b) (7)(C) to obtain the Employer's approval for attending or presenting at academic conferences in the future.

3. The Employer is willing to process a grievance concerning the above issues in the charge, and will arbitrate the grievance if necessary. The Employer has also agreed to waive any time limitations in order to ensure that the arbitrator addresses the merits of the dispute.

4. Since the issues in the charge appear to be covered by provisions of the collective-bargaining agreement, it is likely that the issues may be resolved through the grievance/arbitration procedure.

Further Processing of the Charge: As explained below, while the charge is deferred, the Regional office will monitor the processing of the grievance and, under certain circumstances, will resume processing of the charge.

Charging Party's Obligation: Under the Board's *Collyer* deferral policy, the Charging Party has an affirmative obligation to file a grievance, if a grievance has not already been filed. If the Charging Party fails either to promptly submit the grievance to the grievance/arbitration process or declines to have the grievance arbitrated if it is not resolved, I may dismiss the charge.

Charged Party's Conduct: If the Charged Party prevents or impedes resolution of the grievance, raises a defense that the grievance is untimely filed, or refuses to arbitrate the grievance, I will revoke deferral and resume processing of the charge.

Monitoring the Dispute: Approximately every 90 days, the Regional Office will ask the parties about the status of this dispute to determine if the dispute has been resolved and if continued deferral is appropriate. However, at any time, a party may present evidence and request dismissal of the charge, continued deferral of the charge, or issuance of a complaint.

Notice to Arbitrator Form: If the grievance is submitted to an arbitrator, please sign and submit to the arbitrator the enclosed "Notice to Arbitrator" form to ensure that the Region receives a copy of an arbitration award when the arbitrator sends the award to the parties.

Review of Arbitrator's Award: If the grievance is arbitrated, the Charging Party may ask the Board to review the arbitrator's award. The request must be in writing and addressed to me. Because the parties have explicitly authorized the arbitrator to decide the statutory issue in this case, the Board's deferral standards applicable in this case are those set forth in *Babcock & Wilcox Construction Co.*, 361 NLRB No. 132 (2014), which is available on our website, www.nlr.gov. Any request for review of an arbitrator's award should analyze (1) whether the parties explicitly authorized the arbitrator to decide the statutory issue; (2) whether the arbitrator was presented with and considered the statutory issue, or was prevented from doing so by the party opposing deferral; and (3) whether Board law reasonably permits the award. The party urging deferral has the burden to prove these standards are met.

Review of Grievance Settlement: If the grievance is settled, the Charging Party may ask the Board to review the grievance settlement. The Board's deferral standards applicable to any grievance settlement in this case are also set forth in *Babcock & Wilcox Construction Co.*, 361 NLRB No. 132 (2014). Any request for review of a grievance settlement should analyze (1) whether the parties intended to settle the unfair labor practice issue; (2) whether the parties addressed the statutory issue in the settlement; and (3) whether Board law reasonably permits the grievance settlement agreement. The party urging deferral has the burden to prove these standards are met. In assessing whether to defer to the settlement, I will also consider the factors identified by the Board in *Independent Stave Co.*, 287 NLRB 740, 743 (1987).

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlr.gov and:

- 1) Click on E-File documents;
- 2) Enter your NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlr.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on February 21, 2020. If the appeal is filed electronically, the transmission of the entire document through the Agency's website

must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than February 20, 2020. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before** February 21, 2020. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after February 21, 2020, **even if it is postmarked or given to the delivery service before the due date.** Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

/s/

Daniel J. Owens
Acting Regional Director

Enclosures

cc:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

University of San Francisco
2130 Fulton St
San Francisco, CA 94117

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
NOTICE TO ARBITRATOR

TO: _____
(Arbitrator)

(Address)

NLRB Case Number
20-CA-252469

NLRB Case Name: University of San Francisco

A determination has been made by the Regional Director of Region 20 of the National Labor Relations Board to administratively defer to arbitration the further processing of the NLRB charge in the above matter. Further, both parties to the NLRB case have agreed to proceed to arbitration before you in order to resolve the dispute underlying the NLRB charge.

So that the Regional Director can be promptly informed of the status of the arbitration, the undersigned hereby requests that a copy of the arbitration award be sent to Regional Director, Region 20, 901 Market Street, Suite 400, San Francisco, CA 94103-1738 at the same time that it is sent to the parties in the arbitration.

(Name)

(Title)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

I am appealing the action of the Regional Director in deferring the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

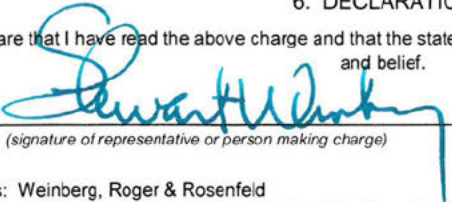
DO NOT WRITE IN THIS SPACE

Case 20-CA-247903

Date Filed 9/9/2019

INSTRUCTIONS:

File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer University of San Francisco		b. Tel. No. (b) (6), (b) (7)(C)
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 2130 Fulton Street, San Francisco, CA 94117	e. Employer Representative (b) (6), (b) (7)(C)	g. e-Mail
		h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) University	j. Identify principal product or service Education	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (4), (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See Attached		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) USF Part-Time Faculty Association, AFT Local 6590		
4a. Address (Street and number, city, state, and ZIP code) c/o Media Studies, 2130 Fulton Street, San Francisco, CA 94117		4b. Tel. No. (415) 937-0816
		4c. Cell No.
		4d. Fax No.
		4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) University of San Francisco Part-Time Faculty Association		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.  (signature of representative or person making charge)		Tel. No. (510) 337-1001
Stewart Weinberg, Attorney (Printtype name and title or office, if any)		Office, if any, Cell No.
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200, Alameda, CA 94501		Fax No. (510) 337-1023
September 9, 2019 (date)		e-Mail sweinberg@unioncoun sel.net

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

The employer has engaged in activities and conduct within the six month period preceding the date of the filing of this charge, in violation of Sections 8(a)(1), 8(a)(5) and 8(a)(4).

On February 11, 2019, the Charging Party, the USF Part-Time Faculty Association, AFT, Local 6590, filed an unfair practice labor practice charge against the University of San Francisco in NLRB Case No. 30-CA-235899. The charge was amended on February 14, 2019.

On April 4, 2019, during negotiations between the Union and Management, a Federal Mediator informed the Union negotiators that Management insisted that the Union drop the NLRB charge as a condition for further negotiations. On or about April 18, 2019, the Union agreed and withdrew the NLRB charge.

On (b) (6), (b) (7)(C) 2019, Union (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) met with USF (b) (6), (b) (7)(C) and USF (b) (6), (b) (7)(C) to discuss issues that had been raised in the withdrawn NLRB charge (30-CA-235899). (b) (6), (b) (7)(C) offered at the (b) (6), (b) (7)(C) meeting to discuss and resolve those issues through an informal process on condition that the Union would not file a written grievance seeking resolution by an arbitrator or other third party such as the NLRB. On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) delivered a detailed list of concerns to (b) (6), (b) (7)(C). On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) replied to (b) (6), (b) (7)(C) saying that (b) (6), (b) (7)(C) or the Union could file charges with USF Human Resources about certain threats that were made on (b) (6), (b) (7)(C) 2018, by (b) (6), (b) (7)(C). But (b) (6), (b) (7)(C) added that because (b) (6), (b) (7)(C) had filed complaints with Human Resources about the environment in the Department, (b) (6), (b) (7)(C) would not discuss the issues raised by the unfair labor practice charge while the investigation about the environment in the Department was proceeding before Human Resources. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 2019, inducement of the Union to not file further charges with the NLRB was not made with a good faith intent to resolve the issues, but was made only for the purpose of deceiving the Union into withdrawing its allegations.

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

November 12, 2019

Stewart Weinberg, Attorney
Weinberg Roger & Rosenfeld
1001 Marina Village Parkway Suite 200
Alameda, CA 94501

Re: University of San Francisco
Case 20-CA-247903

Dear Mr. Weinberg:

We have carefully investigated and considered your client's charge that University of San Francisco (Employer) has violated the National Labor Relations Act (Act).

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

The charge alleges that the Employer violated Sections 8(a)(4) and (5) of the Act by conditioning bargaining on the withdrawal of a Board charge. A party may lawfully condition a proposal on the withdrawal a charge if both parties voluntarily engage in bargaining over the permissive proposal. *See Community Television of Southern California*, 312 NLRB 15 (1993); *Kent Eng'g, Inc.*, 180 NLRB 86, 88-89 (1969). The investigation revealed the Union voluntarily discussed and agreed to the withdrawal as part of a package of bargaining proposals. Because the parties voluntarily engaged in bargaining over the withdrawal of the charge, the evidence is insufficient to support the alleged violation.

The charge also alleges the Employer violated Sections 8(a)(5) of the Act by violating a non-Board adjustment and refusing to bargain about issues underlying the adjustment. Although the Board has held that fraudulently entering into a non-Board adjustment violates the Act, *Dilling Mechanical Contractors*, 348 NLRB 98 (2006), the investigation showed the Employer did not agree to resolve or bargain about the issues underlying the prior charge in exchange for the withdrawal. Accordingly, the Employer did not violate the terms of the non-Board adjustment by refusing to bargain about the issues underlying the charge, thereby fraudulently entering into the adjustment. In these circumstances, the evidence is insufficient to support the alleged violations.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlrb.gov and:

- 1) Click on E-File Documents;

- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlr.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **November 26, 2019**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than November 25, 2019. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before November 26, 2019**. The request may be filed electronically through the **E-File Documents** link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after November 26, 2019, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

A handwritten signature in black ink, reading "Jill H. Coffman". The signature is fluid and cursive, with the first name "Jill" and last name "Coffman" clearly legible.

JILL H. COFFMAN
Regional Director

Enclosure

cc: USF Part-Time Faculty Association, AFT Local 6590
c/o Media Studies
2130 Fulton St
San Francisco, CA 94117

(b) (6), (b) (7)(C)

University of San Francisco
2130 Fulton St
San Francisco, CA 94117

Michael Vartain, ESQ.
Vartain Law Group, P.C.
601 Montgomery Street
Suite 780
San Francisco, CA 94111

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

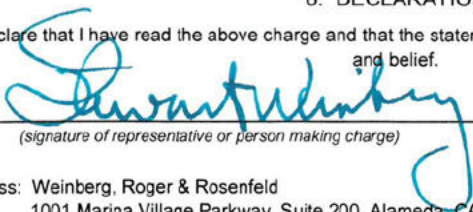
DO NOT WRITE IN THIS SPACE

Case 20-CA-247737

Date Filed 9/5/2019

INSTRUCTIONS:

File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer University of San Francisco		b. Tel. No. (b) (6), (b) (7)(C)	
		c. Cell No.	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) 2130 Fulton Street, San Francisco, CA 94117		e. Employer Representative (b) (6), (b) (7)(C)	
		g. e-Mail	
		h. Number of workers employed	
i. Type of Establishment (factory, mine, wholesaler, etc.) University		j. Identify principal product or service Education	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See Attached			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) USF Part-Time Faculty Association, AFT Local 6590			
4a. Address (Street and number, city, state, and ZIP code) c/o Media Studies, 2130 Fulton Street, San Francisco, CA 94117		4b. Tel. No. (415) 937-0816	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-Mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) University of San Francisco Part-Time Faculty Association			
6. DECLARATION		Tel. No. (510) 337-1001	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No.	
 (signature of representative or person making charge)		Fax No. (510) 337-1023	
Stewart Weinberg, Attorney			
(Print/type name and title or office, if any)			
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200, Alameda, CA 94501		e-Mail sweinberg@unioncounsel.net	
		September 5, 2019 (date)	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Employer: University of San Francisco
Charging Party: USF Part Time Faculty Association, AFT Local 6590
9/4/2019 version 12

Basis of the Charge

The above employer has engaged in activities and conduct within the six month period preceding the date of the filing of this charge, in violation of Section 8(a)(1) and 8(a)(5),

Summary: Reprisals for Union Activity

USF Management has imposed restrictions on PTFA (b) (6), (b) (7)(C) as reprisals for Union activity in the department of Media Studies, the College of Arts and Sciences, and the University. Reprisals include restrictions against the PTFA (b) (6), (b) (7)(C) regarding email communication, participation in department meetings, and access to the department office.

Details:

On (b) (6), (b) (7)(C) 2018, PTFA (b) (6), (b) (7)(C) sent an email message to full time faculty in the Department of Media Studies. The email addressed ongoing labor disputes in the department.

In a conversation with (b) (6), (b) (7)(C) soon after the (b) (6), (b) (7)(C) 2018 message, (b) (6), (b) (7)(C) of USF (b) (6), (b) (7)(C), urged (b) (6), (b) (7)(C) to file complaints about the environment and behaviors in Media Studies with Human Resources.

On (b) (6), (b) (7)(C) 2018, during a contract negotiation meeting, (b) (6), (b) (7)(C) made threats of reprisals against (b) (6), (b) (7)(C) and officers of the PTFA Policy Board, based on (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 2018 email. USF Management imposed restrictions on all (b) (6), (b) (7)(C) email communications with full time faculty in the Department of Media Studies and the (b) (6), (b) (7)(C). On 11 February 2019 and amended 14 February 2019, the Union filed an Unfair Labor Practice against USF Management in NLRB Case No. 20-CA-235899 that included the (b) (6), (b) (7)(C) 2018 incidents.

At the end of contract talks on (b) (6), (b) (7)(C) 2019, Management requested that the Union drop all grievances and the NLRB charge. On or about (b) (6), (b) (7)(C) 2019, the Union agreed and withdrew the NLRB charge, understanding that issues could be addressed informally through discussions between the Union and Management.

On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) met with USF (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to discuss issues involved in the withdrawn NLRB charge and related concerns. (b) (6), (b) (7)(C) offered to discuss and resolve the issues informally. On (b) (6), (b) (7)(C) 2019 (b) (6), (b) (7)(C) delivered a detailed list of concerns and background information to (b) (6), (b) (7)(C), including excerpts from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) with the NLRB. On (b) (6), (b) (7)(C) 2019 (b) (6), (b) (7)(C) replied to (b) (6), (b) (7)(C) message, saying that (b) (6), (b) (7)(C) or the Union could file formal charges with Human Resources for the (b) (6), (b) (7)(C) 2018 threats by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) also stated that (b) (6), (b) (7)(C) had filed complaints with Human Resources and (b) (6), (b) (7)(C) would not respond while the investigation was reviewed by HR.

In email messages on (b) (6), (b) (7)(C) 2019 and (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), repeated Management's restrictions on (b) (6), (b) (7)(C) email from (b) (6), (b) (7)(C) 2019. (b) (6), (b) (7)(C) messages incorrectly stated that Management had restricted only

(b) (6), (b) (7)(C) non-union email messages to review by College Management, when in reality all email messages had been restricted.

In (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) completed online anti-harassment training required for USF employees. Based on information from the training, on (b) (6), (b) (7)(C) 2018 (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) in USF Human Resources, to discuss the toxic environment that has existed in the Department of Media Studies for many years, and incidents (b) (6), (b) (7)(C) had witnessed that seemed to fit descriptions of bullying, harassment, and discrimination from the anti-harassment training.

On (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) reiterated the concerns (b) (6), (b) (7)(C) conveyed to CAS Management in (b) (6), (b) (7)(C) 2017 regarding the toxic environment in Media Studies and the incidents (b) (6), (b) (7)(C) had witnessed in 2017 and 2018 that seemed to be harassing and bullying behavior at department meetings, according to the USF anti-harassment training (b) (6), (b) (7)(C) had completed. (b) (6), (b) (7)(C) said that the College knew about the problems in Media Studies and, in time, would address the dysfunctional environment and (b) (6), (b) (7)(C) concerns regarding Media Studies. When (b) (6), (b) (7)(C) in the College of Arts and Sciences had not addressed the situation in Media Studies after 8 months, (b) (6), (b) (7)(C) met again with (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) to discuss the problems in Media Studies. On (b) (6), (b) (7)(C) 2018 when (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) wanted to file a complaint with HR and identified approximately 13 specific incidents or areas of concern. (b) (6), (b) (7)(C) discovered via email on (b) (6), (b) (7)(C) 2019 that the complaint had not been filed. On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) notified (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) complaint was moving forward.

(b) (6), (b) (7)(C) addressed the concerns mentioned above to HR: the negative environment in Media Studies, where disrespect and bullying seemed to be commonplace to the point where (b) (6), (b) (7)(C) tenured faculty had withdrawn from the department's toxic environment; that Management in the College of Arts (CAS) over the years had admitted the department was dysfunctional and promised mediation or other actions to address the problems, yet nothing substantial appeared to have been done to correct the situation. (b) (6), (b) (7)(C) also complained (b) (6), (b) (7)(C) was experiencing hostility and disrespectful behavior by the (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), for unknown reasons: age, ethnicity, sexual orientation, gender, or Union activity. (b) (6), (b) (7)(C) also complained of possible discrimination against (b) (6), (b) (7)(C) in hiring for teaching positions within Media Studies in 2013, 2014, and 2015. HR did not provide (b) (6), (b) (7)(C) with a written copy of the specific charges in (b) (6), (b) (7)(C) complaint that were being investigated.

On (b) (6), (b) (7)(C) 2019 (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) of Human Resources, provided (b) (6), (b) (7)(C) with an HR report allegedly based on complaints filed by (b) (6), (b) (7)(C) with HR in (b) (6), (b) (7)(C) 2018 and (b) (6), (b) (7)(C) 2019. The report did not address the primary complaints (b) (6), (b) (7)(C) filed with HR, including the toxic environment in Media Studies and possible harassment and reprisals for (b) (6), (b) (7)(C) Union activity in Media Studies.

The HR report did not address the fact that (b) (6), (b) (7)(C) was the subject of harassment in the department because of (b) (6), (b) (7)(C) Union activism and position as (b) (6), (b) (7)(C) of the PTFA.

On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) restated USF Management's email restrictions on all (b) (6), (b) (7)(C) email communication with full time faculty in Media Studies: that (b) (6), (b) (7)(C) messages should be sent to (b) (6), (b) (7)(C) Union representative who would forward (b) (6), (b) (7)(C) message to (b) (6), (b) (7)(C) for "review and consideration." (b) (6), (b) (7)(C) also imposed new restrictions on (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) should refrain from entering the Media Studies department office or attending future department meetings.

Since on or about (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) has been regularly excluded from emails distributed to other part time faculty by full time faculty and the Media Studies chair, (b) (6), (b) (7)(C). This is a continuation of Management reprisals through their agent, (b) (6), (b) (7)(C), for (b) (6), (b) (7)(C) Union activity in the department. The latest known incident took place on (b) (6), (b) (7)(C) 2019, when (b) (6), (b) (7)(C) was not included on an email addressed to all other part time and full time faculty by the Media Studies chair. Since 1 (b) (6), (b) (7)(C) 2018 (b) (6), (b) (7)(C) has not received several messages from full time faculty and the chair that were to be delivered by an (b) (6), (b) (7)(C) or other Management representative. The latest known incident of this was the message of (b) (6), (b) (7)(C) 2019 that (b) (6), (b) (7)(C) did not receive from the (b) (6), (b) (7)(C) or other Management agent.

USF Management has imposed restrictions on PTFA (b) (6), (b) (7)(C) as reprisals for Union activity in the department of Media Studies, the College of Arts and Sciences, and the University.

AMENDED

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 20-CA-247737

Date Filed 9/20/2019

INSTRUCTIONS:

File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer University of San Francisco		b. Tel. No. (b) (6), (b) (7)(C)	
		c. Cell No.	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) 2130 Fulton Street, San Francisco, CA 94117		e. Employer Representative (b) (6), (b) (7)(C)	
		g. e-Mail	
		h. Number of workers employed	
i. Type of Establishment (factory, mine, wholesaler, etc.) University		j. Identify principal product or service Education	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See Attached			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) USF Part-Time Faculty Association, AFT Local 6590			
4a. Address (Street and number, city, state, and ZIP code) c/o Media Studies, 2130 Fulton Street, San Francisco, CA 94117		4b. Tel. No. (415) 937-0816	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-Mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) University of San Francisco Part-Time Faculty Association			
6. DECLARATION		Tel. No. (510) 337-1001	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No.	
 (Signature of representative or person making charge)		Fax No. (510) 337-1023	
Stewart Weinberg, Attorney (Print/type name and title or office, if any)		e-Mail sweinberg@unioncounsel.net	
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200, Alameda, CA 94501		September 20, 2019 (date)	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

AMENDED

Employer: University of San Francisco
Charging Party: USF Part Time Faculty Association, AFT Local 6590
9/4/2019 version 12

Basis of the Charge

The above employer has engaged in activities and conduct within the six month period preceding the date of the filing of this charge, in violation of Section 8(a)(1) and 8(a)(5),

Summary: Reprisals for Union Activity

USF (b) (6), (b) (7)(C) has imposed restrictions on PTFA (b) (6), (b) (7)(C) as reprisals for Union activity in the department of Media Studies, the College of Arts and Sciences, and the University. Reprisals include restrictions against the PTFA (b) (6), (b) (7)(C) regarding email communication, participation in department meetings, and access to the department office.

Details:

On (b) (6), (b) (7)(C) 2018, PTFA (b) (6), (b) (7)(C) sent an email message to (b) (6), (b) (7)(C) faculty in the Department of Media Studies. The email addressed ongoing labor disputes in the department.

In a conversation with (b) (6), (b) (7)(C) soon after the (b) (6), (b) (7)(C) 2018 message, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), urged (b) (6), (b) (7)(C) to file complaints about the environment and behaviors in Media Studies with Human Resources.

On (b) (6), (b) (7)(C) 2018, during a contract negotiation meeting, (b) (6), (b) (7)(C) made threats of reprisals against (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) of the PTFA Policy Board, based on (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 2018 email. USF Management imposed restrictions on all (b) (6), (b) (7)(C) email communications with (b) (6), (b) (7)(C) faculty in the Department of Media Studies and (b) (6), (b) (7)(C). On (b) (6), (b) (7)(C) 2019 and amended (b) (6), (b) (7)(C) 2019, the Union filed an Unfair Labor Practice against USF Management in NLRB Case No. 20-CA-235899 that included the (b) (6), (b) (7)(C) 2018 incidents.

At the end of contract talks on (b) (6), (b) (7)(C) 2019, Management requested that the Union drop all grievances and the NLRB charge. On or about (b) (6), (b) (7)(C) 2019, the Union agreed and withdrew the NLRB charge, understanding that issues could be addressed informally through discussions between the Union and Management.

On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) met with USF (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to discuss issues involved in the withdrawn NLRB charge and related concerns. (b) (6), (b) (7)(C) offered to discuss and resolve the issues informally. On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) delivered a detailed list of concerns and background information to (b) (6), (b) (7)(C), including excerpts from (b) (6), (b) (7)(C), (b) (7)(D) with the NLRB. On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) replied to (b) (6), (b) (7)(C) message, saying that (b) (6), (b) (7)(C) or the Union could file formal charges with Human Resources for the (b) (6), (b) (7)(C) 2018 threats by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) also stated that (b) (6), (b) (7)(C) had filed complaints with Human Resources and (b) (6), (b) (7)(C) would not respond while the investigation was reviewed by HR.

In email messages on (b) (6), (b) (7)(C) 2019 and (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), repeated Management's restrictions on (b) (6), (b) (7)(C) email from (b) (6), (b) (7)(C) 2019. (b) (6), (b) (7)(C) messages incorrectly stated that Management had restricted only

(b) (6), (b) (7)(C) non-union email messages to review by College Management, when in reality all email messages had been restricted.

In (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) completed online anti-harassment training required for USF employees. Based on information from the training, on (b) (6), (b) (7)(C) 2018 (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) in USF Human Resources, to discuss the toxic environment that has existed in the Department of Media Studies for many years, and incidents (b) (6), (b) (7)(C) had witnessed that seemed to fit descriptions of bullying, harassment, and discrimination from the anti-harassment training.

On (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) reiterated the concerns (b) (6), (b) (7)(C) conveyed to CAS Management in (b) (6), (b) (7)(C) 2017 regarding the toxic environment in Media Studies and the incidents (b) (6), (b) (7)(C) had witnessed in 2017 and 2018 that seemed to be harassing and bullying behavior at department meetings, according to the USF anti-harassment training (b) (6), (b) (7)(C) had completed. (b) (6), (b) (7)(C) said that the College knew about the problems in Media Studies and, in time, would address the dysfunctional environment and (b) (6), (b) (7)(C) concerns regarding Media Studies. When (b) (6), (b) (7)(C) in the College of Arts and Sciences had not addressed the situation in Media Studies after 8 months, (b) (6), (b) (7)(C) met again with (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) to discuss the problems in Media Studies. On (b) (6), (b) (7)(C) 2018 when (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) wanted to file a complaint with HR and identified approximately 13 specific incidents or areas of concern. (b) (6), (b) (7)(C) discovered via email on (b) (6), (b) (7)(C) 2019 that the complaint had not been filed. On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) notified (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) complaint was moving forward.

(b) (6), (b) (7)(C) addressed the concerns mentioned above to HR: the negative environment in Media Studies, where disrespect and bullying seemed to be commonplace to the point where (b) (6), (b) (7)(C) tenured faculty had withdrawn from the department's toxic environment; that Management in the College of Arts (CAS) over the years had admitted the department was dysfunctional and promised mediation or other actions to address the problems, yet nothing substantial appeared to have been done to correct the situation. (b) (6), (b) (7)(C) also complained (b) (6), (b) (7)(C) was experiencing hostility and disrespectful behavior by the (b) (6), (b) (7)(C) of Media Studies, (b) (6), (b) (7)(C), for unknown reasons: age, ethnicity, sexual orientation, gender, or Union activity. (b) (6), (b) (7)(C) also complained of possible discrimination against (b) (6), (b) (7)(C) in hiring for teaching positions within Media Studies in 2013, 2014, and 2015. HR did not provide (b) (6), (b) (7)(C) with a written copy of the specific charges in (b) (6), (b) (7)(C) complaint that were being investigated.

On (b) (6), (b) (7)(C) 2019 (b) (6), (b) (7)(C) Human Resources, provided (b) (6), (b) (7)(C) with an HR report allegedly based on complaints filed by (b) (6), (b) (7)(C) with HR in (b) (6), (b) (7)(C) 2018 and (b) (6), (b) (7)(C) 2019. The report did not address the primary complaints (b) (6), (b) (7)(C) filed with HR, including the toxic environment in Media Studies and possible harassment and reprisals for (b) (6), (b) (7)(C) Union activity in Media Studies.

The HR report did not address the fact that (b) (6), (b) (7)(C) was the subject of harassment in the department because of (b) (6), (b) (7)(C) Union activism and position as (b) (6), (b) (7)(C) of the PTFA.

On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) restated USF Management's email restrictions on all (b) (6), (b) (7)(C) email communication with full time faculty in Media Studies: that (b) (6), (b) (7)(C) messages should be sent to (b) (6), (b) (7)(C) Union representative who would forward (b) (6), (b) (7)(C) message to (b) (6), (b) (7)(C) for "review and consideration." (b) (6), (b) (7)(C) also imposed new restrictions on (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) should refrain from entering the Media Studies department office or attending future department meetings.

Since on or about (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) has been regularly excluded from emails distributed to other part time faculty by full time faculty and the Media Studies (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). This is a continuation of Management reprisals through their agent, the department (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) Union activity in the department. The latest known incident took place on (b) (6), (b) (7)(C) 2019, when (b) (6), (b) (7)(C) was not included on an email addressed to all other part time and full time faculty by the (b) (6), (b) (7)(C). Since (b) (6), (b) (7)(C) 2018 (b) (6), (b) (7)(C) has not received several messages from full time faculty and the (b) (6), (b) (7)(C) that were to be delivered by an (b) (6), (b) (7)(C) or other Management representative. The latest known incident of this was the message of (b) (6), (b) (7)(C) 2019 that (b) (6) did not receive from the (b) (6), (b) (7) or other Management agent.

USF Management has imposed restrictions on PTFA (b) (6), (b) (7)(C) as reprisals for Union activity in the department of Media Studies, the College of Arts and Sciences, and the University.

USF management has unilaterally modified its policies and/or practices concerning the administration of the Preferred Hiring Pool, by failing to honor or acknowledge candidates for additional employment opportunities because of their affiliation with, and participation in, activities of the Charging Party.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

November 12, 2019

Stewart Weinberg, Esq.
Weinberg Roger & Rosenfeld
1001 Marina Village Parkway
Suite 200
Alameda, CA 94501

(b) (6), (b) (7)(C)

University of San Francisco
2130 Fulton St
San Francisco, CA 94117

Michael Vartain, Esq.
Vartain Law Group, P.C.
601 Montgomery Street
Suite 780
San Francisco, CA 94111

Re: University of San Francisco
Case 20-CA-247737

Dear Messrs. Weinberg, (b) (6), (b) (7)(C) and Vartain:

The Region has carefully considered this charge alleging that University of San Francisco (Employer) violated the National Labor Relations Act (Act). I have decided to dismiss the portion of the charge alleging the Employer violated the Act by restricting the Union (b) (6), (b) (7)(C) email use, precluding employees from attending Department meetings, reminding the Union (b) (6), (b) (7)(C) was precluded from attending Department meetings, offering the Union (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 2019, failing to issue a joint statement on Spring 2019 Preferred Hiring Pool (PHP) Applications, unilaterally changing PHP requirements, and failing to adhere to McGoldrick Rule because the Union had unequivocal notice of this alleged conduct more than six-months prior to the filing of the instant charge. Accordingly, these allegations are precluded by Section 10(b) of the Act.

As explained below, I have also decided that further proceedings on the remaining portions of the charge should be handled in accordance with the deferral policy of the National Labor Relations Board as set forth in *Collyer Insulated Wire*, 192 NLRB 837 (1971), and *United Technologies Corp.*, 268 NLRB 557 (1984). This letter explains that deferral policy, the reasons for my decision to defer further processing of the charges, and the Charging Party's right to appeal my decision.

Deferral Policy: The Board's deferral policy provides that the Board will postpone making a final determination on a charge when a grievance involving the same issue can be processed under the grievance/arbitration provision of the applicable contract. This policy is partially based on the preference that the parties use their contractual grievance procedure to achieve a prompt, fair, and effective settlement of their disputes. Therefore, if an employer agrees to waive contractual time limits and process the related grievance through arbitration if necessary, the Board's Regional Office will defer the charge.

Decision to Defer: Based on our investigation, I am deferring further proceedings on the remaining portions of the charge in this matter to the grievance/arbitration process for the following reasons:

1. The Employer and the USF Part-Time Faculty Association, AFT Local 6590 have a collective-bargaining agreement currently in effect that provides for final and binding arbitration.
2. The allegation that the Employer violated Section 8(a)(3) of the Act by barring the Union (b) (6), (b) (7)(C) from entering the Media Studies Department and the allegation that the Employer violated Section 8(a)(5) of the Act by unilaterally refusing to allow employees who became PHP-eligible after Spring 2019 to apply in the Fall 2019 as alleged in the charge are encompassed by the terms of the collective-bargaining agreement.
3. The Employer is willing to process a grievance concerning the issues in the charge, and will arbitrate the grievance if necessary. The Employer has also agreed to waive any time limitations in order to ensure that the arbitrator addresses the merits of the dispute.
4. Since the issues in the charge appear to be covered by provisions of the collective-bargaining agreement, it is likely that the issues may be resolved through the grievance/arbitration procedure.

Further Processing of the Charge: As explained below, while the charge is deferred, the Regional office will monitor the processing of the grievance and, under certain circumstances, will resume processing of the charge.

Charging Party's Obligation: Under the Board's *Collyer* deferral policy, the Charging Party has an affirmative obligation to file a grievance, if a grievance has not already been filed. If the Charging Party fails either to promptly submit the grievance to the grievance/arbitration process or declines to have the grievance arbitrated if it is not resolved, I may dismiss the charge.

Charged Party's Conduct: If the Charged Party prevents or impedes resolution of the grievance, raises a defense that the grievance is untimely filed, or refuses to arbitrate the grievance, I will revoke deferral and resume processing of the charge.

Monitoring the Dispute: Approximately every 90 days, the Regional Office will ask the parties about the status of this dispute to determine if the dispute has been resolved and if continued deferral is appropriate. However, at any time, a party may present evidence and request dismissal of the charge, continued deferral of the charge, or issuance of a complaint.

Notice to Arbitrator Form: If the grievance is submitted to an arbitrator, please sign and submit to the arbitrator the enclosed "Notice to Arbitrator" form to ensure that the Region receives a copy of an arbitration award when the arbitrator sends the award to the parties.

Review of Arbitrator's Award or Settlement: If the grievance is arbitrated or settled, the Charging Party may ask the Board to review the arbitrator's award or settlement. The request must be in writing and addressed to me. For the 8(a)(3) allegation, any request for review of an arbitrator's award should analyze (1) whether the parties explicitly authorized the arbitrator to decide the statutory issue; (2) whether the arbitrator was presented with and considered the statutory issue, or was prevented from doing so by the party opposing deferral; and (3) whether Board law reasonably permits the award. The party urging deferral has the burden to prove these standards are met. If the grievance is settled, the Charging Party may ask the Board to review the grievance settlement. The Board's deferral standards applicable to any grievance settlement in this case are also set forth in *Babcock & Wilcox Construction Co.*, 361 NLRB No. 132 (2014). Any request for review of a grievance settlement should analyze (1) whether the parties intended to settle the unfair labor practice issue; (2) whether the parties addressed the statutory issue in the settlement; and (3) whether Board law reasonably permits the grievance settlement agreement. The party urging deferral has the burden to prove these standards are met. In assessing whether to defer to the settlement, I will also consider the factors identified by the Board in *Independent Stave Co.*, 287 NLRB 740, 743 (1987).

For the 8 (a)(5) allegation, if the request concerns an arbitrator's award, the request should analyze whether the arbitration process was fair and regular, whether the unfair labor practice allegations in the charge were considered by the arbitrator, and whether the award is consistent with the Act. Further guidance on this review is provided in *Spielberg Manufacturing Company*, 112 NLRB 1080 (1955) and *Olin Corp.*, 268 NLRB 573 (1984). If the request concerns a grievance settlement, see *Alpha Beta*, 273 NLRB 1546 (1985) and *Independent Stave Co.*, 287 NLRB 740, 743 (1987). These Board decisions are available on our website, www.nlr.gov.

Change in Standards if Parties Agree to Submit Statutory Issue to Arbitrator: If during the processing of the grievance the parties agree to authorize the arbitrator to decide the statutory issue, please advise me in writing.

Charging Party's Right to Appeal: The Charging Party may appeal my decisions both to dismiss and defer to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlr.gov and:

- 1) Click on E-File documents:
- 2) Enter your NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlr.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on November 26, 2019. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than November 25, 2019. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before** November 26, 2019. The request may be filed electronically through the **E-File Documents** link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after November 26, 2019, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge.

Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

A handwritten signature in black ink, reading "Jill H. Coffman". The signature is fluid and cursive, with the first name "Jill" and last name "Coffman" clearly legible.

JILL H. COFFMAN
Regional Director

Enclosures

cc: USF Part-Time Faculty Association, AFT Local 6590
c/o Media Studies
2130 Fulton St
San Francisco, CA 94117

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
NOTICE TO ARBITRATOR

TO: _____
(Arbitrator)

(Address)

NLRB Case Number
20-CA-247903

NLRB Case Name: University of San Francisco

A determination has been made by the Regional Director of Region 20 of the National Labor Relations Board to administratively defer to arbitration the further processing of the NLRB charge in the above matter. Further, both parties to the NLRB case have agreed to proceed to arbitration before you in order to resolve the dispute underlying the NLRB charge.

So that the Regional Director can be promptly informed of the status of the arbitration, the undersigned hereby requests that a copy of the arbitration award be sent to Regional Director, Region 20, 901 Market Street, Suite 400, San Francisco, CA 94103-1738 at the same time that it is sent to the parties in the arbitration.

(Name)

(Title)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

I am appealing the action of the Regional Director in deferring the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

University of San Francisco Part-Time Faculty Association,

Charging Party,

and

University of San Francisco,

Employer.

CASE 20-CA-247737

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

University of San Francisco, Part Time Faculty Association, Charging Party

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

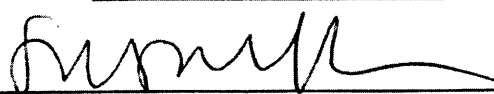
NAME: Susan K. Garea

MAILING ADDRESS: Beeson, Tayer & Bodine, 483 Ninth Street, Oakland, CA 94607

E-MAIL ADDRESS: sgarea@beesontayer.com

OFFICE TELEPHONE NUMBER: (510) 625-9700

CELL PHONE NUMBER: _____ FAX: (510) 625-8275

SIGNATURE: 

DATE: (Please sign in ink.) 8/10/20

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

March 17, 2020

Michael Vartain, Esq.
Vartain Law Group, P.C.
601 Montgomery Street Suite 780
San Francisco, CA 94111

Stewart Weinberg, Esq.
Weinberg, Roger & Rosenfeld
1001 Marina Village Parkway Suite 200
Alameda, CA 94501

Re: University of San Francisco
Case 20-CA-247737

Dear Messrs. Vartain and Weinberg:

On November 12, 2019, I issued a letter dismissing the portions of this charge alleging the Employer violated Sections 8(a)(1) and (3) of the National Labor Relations Act (Act) by restricting the Union (b) (6), (b) (7)(C) email use, precluding employees from attending Department meetings, reminding the Union (b) (6), (b) (7)(C) was precluded from attending Department meetings, offering the Union (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), failing to issue a joint statement on Spring 2019 Preferred Hiring Pool (PHP) Applications, unilaterally changing PHP requirements, and failing to adhere to McGoldrick Rule. On March 12, 2020, I issued a letter rescinding the dismissal of the allegations that the Employer violated the Act by restricting the Union (b) (6), (b) (7)(C) email use and reminding (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was precluded from attending Department meetings.

As explained below, I have also decided that further proceedings on the reinstated portions of the charge should be handled in accordance with the deferral policy of the National Labor Relations Board as set forth in *Collyer Insulated Wire*, 192 NLRB 837 (1971), and *United Technologies Corp.*, 268 NLRB 557 (1984). This letter explains that deferral policy, the reasons for my decision to defer further processing of the charge, and the Charging Party's right to appeal my decision.

Deferral Policy: The Board's deferral policy provides that the Board will postpone making a final determination on a charge when a grievance involving the same issue can be processed under the grievance/arbitration provision of the applicable contract. This policy is partially based on the preference that the parties use their contractual grievance procedure to achieve a prompt, fair, and effective settlement of their disputes. Therefore, if an employer agrees to waive contractual time limits and process the related grievance through arbitration if necessary, the Board's Regional Office will defer the charge.

Decision to Defer: Based on our investigation, I am deferring further proceedings on the portions of the charge in this matter alleging that the Employer violated the Act by restricting the Union (b) (6), (b) (7)(C) email use and reminding (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was precluded from attending Department meetings to the grievance/arbitration process for the following reasons:

1. The Employer and the USF Part-Time Faculty Association, AFT Local 6590 have a collective-bargaining agreement currently in effect that provides for final and binding arbitration.
2. The restriction of the Union (b) (6), (b) (7)(C) email use and preclusion of (b) (6), (b) (7)(C) from Department Meetings, as alleged in the charge, are encompassed by the terms of the collective-bargaining agreement.
3. The Employer is willing to process a grievance concerning the issues in the charge, and will arbitrate the grievance if necessary. The Employer has also agreed to waive any time limitations in order to ensure that the arbitrator addresses the merits of the dispute.
4. Since the issues in the charge appear to be covered by provisions of the collective-bargaining agreement, it is likely that the issues may be resolved through the grievance/arbitration procedure.

Further Processing of the Charge: As explained below, while the charge is deferred, the Regional office will monitor the processing of the grievance and, under certain circumstances, will resume processing of the charge.

Charging Party's Obligation: Under the Board's *Collyer* deferral policy, the Charging Party has an affirmative obligation to file a grievance, if a grievance has not already been filed. If the Charging Party fails either to promptly submit the grievance to the grievance/arbitration process or declines to have the grievance arbitrated if it is not resolved, I may dismiss the charge.

Charged Party's Conduct: If the Charged Party prevents or impedes resolution of the grievance, raises a defense that the grievance is untimely filed, or refuses to arbitrate the grievance, I will revoke deferral and resume processing of the charge.

Monitoring the Dispute: Approximately every 90 days, the Regional Office will ask the parties about the status of this dispute to determine if the dispute has been resolved and if continued deferral is appropriate. However, at any time, a party may present evidence and request dismissal of the charge, continued deferral of the charge, or issuance of a complaint.

Notice to Arbitrator Form: If the grievance is submitted to an arbitrator, please sign and submit to the arbitrator the enclosed "Notice to Arbitrator" form to ensure that the Region receives a copy of an arbitration award when the arbitrator sends the award to the parties.

Review of Arbitrator's Award: If the grievance is arbitrated, the Charging Party may ask the Board to review the arbitrator's award. The request must be in writing and addressed to me. Because the parties have explicitly authorized the arbitrator to decide the statutory issue in this case, the Board's deferral standards applicable in this case are those set forth in *Babcock & Wilcox Construction Co.*, 361 NLRB No. 132 (2014), which is available on our website, www.nlr.gov. Any request for review of an arbitrator's award should analyze (1) whether the parties explicitly authorized the arbitrator to decide the statutory issue; (2) whether the arbitrator was presented with and considered the statutory issue, or was prevented from doing so by the party opposing deferral; and (3) whether Board law reasonably permits the award. The party urging deferral has the burden to prove these standards are met.

Review of Grievance Settlement: If the grievance is settled, the Charging Party may ask the Board to review the grievance settlement. The Board's deferral standards applicable to any grievance settlement in this case are also set forth in *Babcock & Wilcox Construction Co.*, 361 NLRB No. 132 (2014). Any request for review of a grievance settlement should analyze (1) whether the parties intended to settle the unfair labor practice issue; (2) whether the parties addressed the statutory issue in the settlement; and (3) whether Board law reasonably permits the grievance settlement agreement. The party urging deferral has the burden to prove these standards are met. In assessing whether to defer to the settlement, I will also consider the factors identified by the Board in *Independent Stave Co.*, 287 NLRB 740, 743 (1987).

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible (Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlr.gov. See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at www.nlr.gov. If you require additional assistance with E-Filing, please contact E-File@NLRB.gov).

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **March 31, 2020**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by

delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than March 30, 2020. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before March 31, 2020.** The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after March 31, 2020, **even if it is postmarked or given to the delivery service before the due date.** Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



JILL H. COFFMAN
Regional Director

Enclosures

cc: (b) (6), (b) (7)(C)
University of San Francisco
2130 Fulton St
San Francisco, CA 94117

USF Part-Time Faculty Association, AFT
Local 6590
c/o Media Studies
2130 Fulton St
San Francisco, CA 94117



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

November 27, 2019

STEWART WEINBERG, ESQ.
WEINBERG ROGER & ROSENFELD
1001 MARINA VILLAGE PARKWAY
STE 200
ALAMEDA, CA 94501

Re: University of San Francisco
Case 20-CA-247737

Dear Mr. Weinberg:

We have received your appeal. We will assign it for processing in accordance with Agency procedures, which include review of the investigatory file and your appeal in light of current Board law. We will notify you and all other involved parties as soon as possible of our decision.

Sincerely,

Peter Barr Robb
General Counsel

A handwritten signature in black ink that reads "Mark E. Arbesfeld". The signature is written in a cursive, flowing style.

By: _____

Mark E. Arbesfeld, Director
Office of Appeals

cc: JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
901 MARKET ST STE 400
SAN FRANCISCO, CA 94103-1738

MICHAEL VARTAIN, ESQ.
VARTAIN LAW GROUP, P.C.
601 MONTGOMERY ST
STE 780
SAN FRANCISCO, CA 94111

(b) (6), (b) (7)(C)

UNIVERSITY OF SAN FRANCISCO
2130 FULTON ST
SAN FRANCISCO, CA 94117

USF PART-TIME FACULTY
ASSOCIATION, AFT LOCAL 6590
C/O MEDIA STUDIES
2130 FULTON ST
SAN FRANCISCO, CA 94117

cl



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

March 18, 2020

STEWART WEINBERG, ESQ.
WEINBERG, ROGER & ROSENFELD
1001 MARINA VILLAGE PKY
STE 200
ALAMEDA, CA 94501

Re: University of San Francisco
Case 20-CA-247737

Dear Mr. Weinberg:

In view of the Regional Director's letter of March 13, 2020 rescinding her dismissal of the allegations that the Employer violated the Act by (1) restricting the Union (b) (6), (b) (7)(C) email use and (2) reminding (b) (6), (b) (7)(C) that (b) (6) was precluded from attending Department meetings and deferring those allegations, your appeal has become moot and the case is hereby closed in this office.

Sincerely,

Peter Barr Robb
General Counsel

A handwritten signature in black ink that reads "Mark E. Arbesfeld".

By: _____

Mark E. Arbesfeld, Director
Office of Appeals

cc: JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
901 MARKET ST STE 400
SAN FRANCISCO, CA 94103-1738

USF PART-TIME FACULTY
ASSOCIATION, AFT LOCAL
6590 C/O MEDIA STUDIES
2130 FULTON ST
SAN FRANCISCO, CA 94117

(b) (6), (b) (7)(C)

UNIVERSITY OF SAN FRANCISCO
2130 FULTON ST
SAN FRANCISCO, CA 94117

MICHAEL VARTAIN, ESQ.
VARTAIN LAW GROUP, P.C.
601 MONTGOMERY ST STE 780
SAN FRANCISCO, CA 94111

vrn



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

December 15, 2020

Michael J. Vartain, ESQ.
Vartain Law Group, P.C.
601 Montgomery Street
Suite 780
San Francisco, CA 94111

Re: University of San Francisco
Case 20-CA-247737

Dear Mr. Vartain:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

JILL H. COFFMAN
Regional Director

cc: (b) (6), (b) (7)(C)
University of San Francisco
2130 Fulton St
San Francisco, CA 94117

Stewart Weinberg, ESQ.
Weinberg Roger & Rosenfeld
1375 55th Street
Emeryville, CA 94608

USF Part-Time Faculty Association,
AFT Local 6590
c/o Media Studies
2130 Fulton St
San Francisco, CA 94117

Susan K. Garea, Attorney
Beeson Tayer & Bodine
483 Ninth Street
Suite 200
Oakland, CA 94607-4051

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 20-CA-235899

Date Filed 2/11/2019

INSTRUCTIONS:

File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer University of San Francisco		b. Tel. No. (b) (6), (b) (7)(C)	
		c. Cell No.	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) 2130 Fulton Street, San Francisco, CA 94117		e. Employer Representative (b) (6), (b) (7)(C)	
		g. e-Mail	
		h. Number of workers employed	
i. Type of Establishment (factory, mine, wholesaler, etc.) University		j. Identify principal product or service Education	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See Attached.			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) USF Part-Time Faculty Association Local 6590			
4a. Address (Street and number, city, state, and ZIP code) 819 30 th Avenue, San Francisco, CA 94121		4b. Tel. No. (415) 664-3345	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-Mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) University of San Francisco Part-Time Faculty Association			
6. DECLARATION		Tel. No. (510) 337-1001	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No.	
 (signature of representative or person making charge)		Fax No. (510) 337-1023	
Stewart Weinberg, Attorney (Print/type name and title or office, if any)		e-Mail sweinberg@unioncounsel.net	
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200, Alameda, CA 94501		February 11, 2019 (date)	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1\1010017

Basis of the Charge

The above employer has engaged in activities and conduct within the six month period preceding the date of the filing of this charge, in violation of Section 8(a)(1) and 8(a)(5), by failing and refusing to provide information during the course of collective bargaining regarding the preferred hiring pool that the Respondent has indicated it is basing course assignments on; the Respondent has violated its agreement that the University and the Charging Party would send information to adjunct faculty that the preferred hiring pool application process was open and that the University would be accepting applications as of that time; the Charging Party sent the language, but the University failed to do so by February 1, 2019 at 5:00 p.m.; by making unilateral changes to the Collective Bargaining Agreement and current practices to the preferred hiring pool seniority course assignments during negotiations; by failing to provide information requested in writing relative to the Department of Rhetoric and Language, including all programs within Rhetoric and Language, and all subunits, including AEM; by failing to provide a list of all courses taught by preferred hiring pool faculty at USF by February 8, 2019.

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 20-CA-235899

Date Filed **02/14/2019**

INSTRUCTIONS:

File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer University of San Francisco		b. Tel. No. (b) (6), (b) (7)(C)
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 2130 Fulton Street, San Francisco, CA 94117	e. Employer Representative (b) (6), (b) (7)(C)	g. e-Mail philpott@usfca.edu
		h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) University	j. Identify principal product or service Education	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See Attached.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) USF Part-Time Faculty Association, Local 6590		
4a. Address (Street and number, city, state, and ZIP code) c/o Gleeson Library 2130 Fulton Street San Francisco, CA 94117		4b. Tel. No. (415) 937-0816
		4c. Cell No.
		4d. Fax No.
		4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) University of San Francisco Part-Time Faculty Association		
6. DECLARATION		Tel. No. (510) 337-1001
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.  (signature of representative or person making charge)		Office, if any, Cell No.
Stewart Weinberg, Attorney (Print/type name and title or office, if any)		Fax No. (510) 337-1023
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200, Alameda, CA 94501		e-Mail sweinberg@unioncounsel.net
February 14, 2019 (date)		

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1\1010509

Basis of the Charge

The above employer has engaged in activities and conduct within the six month period preceding the date of the filing of this charge, in violation of Section 8(a)(1) and 8(a)(5), by failing and refusing to provide information during the course of collective bargaining regarding the preferred hiring pool that the Respondent has indicated it is basing course assignments on; the Respondent has violated its agreement that the University and the Charging Party would send information to adjunct faculty that the preferred hiring pool application process was open and that the University would be accepting applications as of that time; the Charging Party sent the language, but the University failed to do so by February 1, 2019 at 5:00 p.m.; by making unilateral changes to the Collective Bargaining Agreement and current practices to the preferred hiring pool seniority course assignments during negotiations; by failing to provide information requested in writing relative to the Department of Rhetoric and Language, including all programs within Rhetoric and Language, and all subunits, including AEM; by failing to provide a list of all courses taught by preferred hiring pool faculty at USF by February 8, 2019.

On (b) (6), (b) (7)(C) 2018, during negotiations, in the presence of Union negotiators and the federal mediator, (b) (6), (b) (7)(C) for the Employer (LNE) verbally chastised members of the bargaining team for their actions and statements seen as problematic by Administrators. In particular, (b) (6) focused on the (b) (6), (b) (7)(C) of the Union (LNU). (b) (6) provided a litany of complaints against the LNU from Administrators in the College of Arts and Sciences (CAS) and the (b) (6), (b) (7)(C) of Media Studies (MS), the (b) (6), (b) (7)(C) department. The LNU has been actively reporting violations of the Part Time CBA by CAS and MS since 2016.

The LNE stated that the university had forced a previous Union (b) (6), (b) (7)(C) who had become "a problem" in Administration's eyes to leave USF in the past. The implication was clear to Union negotiators: the LNU and any other member of the negotiating team seen to be associated with the LNU could also be forced out of USF. The LNE said that provisions in the CBA allowed Administration to remove adjuncts if they were considered disruptive.

The LNE said that the Union (b) (6), (b) (7)(C) (all (b) (6), (b) (7)(C) members are on the negotiating team) did not have the support of the majority of USF adjuncts; adjuncts in the LNU's home department, Media Studies, did not support (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) in the College of Arts and Sciences had lost respect for the LNU and the Union Board. Union leadership was being undermined.

The LNU was assigned (b) (6), (b) (7)(C) 2019, instead of (b) (6) courses to which (b) (6) was entitled as a PHP with "established competence" in the courses. These (b) (6), (b) (7)(C) courses were assigned to non-PHP faculty. This reduction in the LNU's income seems to have been retaliation by Administrators in the College of Arts and Sciences and the (b) (6), (b) (7)(C) of Media Studies for the LNU's whistle-blowing on violations of the CBA in Media Studies and the CAS.

Based on conversations after the meeting, there was no doubt among the Union negotiating team that the intent by Administration was to bully, threaten, and intimidate Union negotiators into accepting Administration proposals in contract talks.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

USF Part-Time Faculty Association Local 6590
and
University of San Francisco

CASE 20-CA-235899

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
University of San Francisco

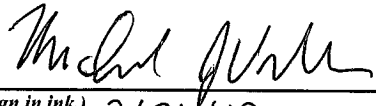
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Michael Vartain	
MAILING ADDRESS: Vartain Law Group, PC, 601 Montgomery Street, Suite 780, San Francisco, CA 94111	
E-MAIL ADDRESS: mike@vartainlaw.com and assistant@vartainlaw.com	
OFFICE TELEPHONE NUMBER: (415) 391-1155	
CELL PHONE NUMBER:	FAX: (415) 391-1177
SIGNATURE: 	
DATE: (Please sign in ink.) 2/21/19	

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

April 18, 2019

Michael Vartain, Esq.
Vartain Law Group, P.C.
601 Montgomery Street
Suite 780
San Francisco, CA 94111

Re: University of San Francisco
Case 20-CA-235899

Dear Mr. Vartain:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

JILL H. COFFMAN
Regional Director

cc: (b) (6), (b) (7)(C)
University of San Francisco
2130 Fulton Street
San Francisco, CA 94117

Stewart Weinberg, Attorney
Weinberg Roger & Rosenfeld
1001 Marina Village Parkway
Suite 200
Alameda, CA 94501

USF Part-Time Faculty Association
Local 6590
819 30th Avenue
San Francisco, CA 94121